
TOWN OF GROTON

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

Executed On October 1, 2002

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AGREEMENT

This Renewal License entered into this __th day of _____ 2002, by and between Charter Communications Entertainment I, L.L.C. a Delaware limited liability corporation (the "Company" or "Licensee"), and the Board of Selectmen of the Town of Groton, Massachusetts, as Issuing Authority for the renewal of the Cable Television License under M.G.L. c. 166A:

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Groton, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Groton; and

WHEREAS, the Issuing Authority has conducted a public hearing, pursuant to Section 626(a) of The Cable Act, to identify the future cable related community needs and interests of the Town, and 2) review the performance of the Company during its current franchise term; and

WHEREAS, the Issuing Authority submitted a Request for Proposal, dated November 28, 2000 in which it identified cable related issues and requested a proposal from the Company and

WHEREAS, the Company submitted a Proposal for Renewal ("PFR") to the Town, dated January 18, 2000, for a Renewal License to operate and maintain a Cable Television System in the Town; and

WHEREAS, the Issuing Authority and the Company agree on the amended PFR for the Cable Television System; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of the Company; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to the Company;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 — DEFINITIONS

Many of the following terms are defined by federal law and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) **Access or Public Access:** The right or ability of any Town resident and/or any person employed by or affiliated with a Groton institution, a business, company or entity located within the Town to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** One or more video channels which the Company designates and shall make available to the Town and/or its designees for the purpose of transmitting non-commercial programming by the members of the public, Town departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.

(3) **Access Corporation:** The entity, as may be designated by the Issuing Authority from time to time, with responsibility for providing public, educational and governmental (“PEG”) Access programming to Groton Subscribers.

(4) **Affiliate:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) **Basic Service:** Generally the entry level tier of service defined, as "basic cable service" under 47 U.S.C. § 522(3), distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast signals, if any, required to be carried as Basic Cable Service pursuant to federal law.

(6) **The Cable Act:** Refers to all applicable provisions of the federal Communications Act, as amended, including the Cable Communications Policy Act of 1984 Public Law No. 98-549, 98 Stat. 2779 (1984), codified at 47 U.S.C. §§521 et seq. which became effective on December 29, 1984, and as thereafter amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996.

(7) **Cable Communications System or Cable System or CATV System:** Generally the cable system, as defined by 47 U.S.C. § 522(7), or Community Antenna Television System, as defined by M.G.L. ch. 166A § 1(b).

(8) **Cable Services:** The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, generally defined by 47 U.S.C. § 522(6).

(9) **Cable Television Advisory Committee (the "Advisory Committee"):** A committee if any, appointed by the Town's Board of Selectmen, pursuant to 207 CMR 3.01 (3).

(10) **CATV:** Community Antenna Television or more generally referred to herein as "cable television".

(11) **Department of Public Works ("DPW"):** The Department of Public Works shall refer to Groton's three separate Town units which are Highway, Water and Sewer.

(12) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.

(13) Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient.

(14) Drop or Cable Drop: The coaxial cable that connects a home or building in the Town to the Distribution Plant of the Cable System, which is owned by the Licensee.

(15) Educational Access Channel: A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.

(16) Effective Date of Renewal License (the "Effective Date"): October 1, 2002.

(17) Execution Date of Renewal License (the "Execution Date"): October 1, 2002.

(18) External Costs: Pursuant to Section 76.922(d) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Television Service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of PEG access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs. Other costs may also be deemed External Costs in accordance with applicable law. As permitted by law, all External Costs, including those under this License, may be added onto the applicable rates, fees and charges of services and equipment paid by Licensee's subscribers in Town.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.

(21) **Gross Annual Revenue:** Those revenues derived from the operation of the cable system including monthly fees and other service fees; installation downgrades, upgrades, reconnect fees, interest collected on subscriber fees and advertising revenue. Until Congress, the Federal Communications Commission, or a court of competent jurisdiction, issues a final ruling, internet fees and any modem charges shall be excluded from the operator's gross revenues.

(22) **Institutional Network:** Separate cable telecommunication coaxial and fiber optic cable network capacity designed for broadband communication between specific and limited numbers of commercial and government sites within the Town. Two-way communication over the Network requires two channels: an upstream channel to forward the signal to a hub site and a second downstream channel to transport the radio frequency signal to the receiver site(s).

(23) **Institutional Network Channel:** A 6 MHz channel on a network separate from the Subscriber Network and used for either Upstream or Downstream video, audio or data transmission.

(24) **Issuing Authority:** The Board of Selectmen of the Town of Groton, Massachusetts.

(25) **Licensee:** Charter Communications Entertainment I, LLC, which may do business as "Charter Communications" or "Charter" or any other name which it, in its sole discretion, selects.

(26) **MDTE:** The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(27) **Multichannel Video Programming Distributor (MVPD):** As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").

- (28) **Normal Business Hours:** Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (29) **Outlet:** The interior connection of a Subscriber's or User's television set to the Cable System, which may or may not be an interior receptacle.
- (30) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Service.
- (31) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic/Cable Network Service.
- (32) **Private Way:** Generally, a non-public road or way providing access to two or more properties.
- (33) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing within the meaning of the term 'public way' under Massachusetts law. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (34) **Public Access Channel:** A specific channel on the Cable System which is designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial programming and information.
- (35) **Renewal License or License:** The non-exclusive, revocable Cable Communications License granted to the Licensee.

(36) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels, and that is able to receive Cable Service.

(37) **Signal:** Any transmission of electromagnetic or optical energy which carries information from one location to another.

(38) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.

(39) **Subscriber Network:** A bi-directional capable network operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

(40) **System outage or Outage:** An occurrence wherein ten (10) or more calls from one neighborhood report a loss of Cable Service.

(41) **Town:** The Town of Groton, Massachusetts.

(42) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including Drops to Subscribers' residences.

(43) **Upstream Channel:** A channel over which signals travel from an authorized location on the Subscriber Network or the Institutional Network, to the Cable System headend, or to the Institutional Network hub location.

ARTICLE 2
PROPOSAL FOR GRANT OF RENEWAL LICENSE

SECTION 2.01 — GRANT OF RENEWAL LICENSE

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L.c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of Groton, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License, which shall extend through and including September 30, 2012, to Charter Communications Entertainment I, L.L.C. ("Licensee") a Delaware limited liability corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Groton, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of the MDTE or Massachusetts Community Antenna Television Commission ("CATV Commission"), the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Groton within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data, Internet access or other signals or

services in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Department of Public Works regulations or governing applicable law.

In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Groton Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter and other law or regulation from whatever source, governing the resolution of such disputes.

SECTION 2.02 — REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition, unless the Licensee has the right to continue to utilize the Cable System pursuant to

applicable law. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

SECTION 2.03 — EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

SECTION 2.04 — TERM OF RENEWAL LICENSE

The term of the Renewal License shall commence on October 1, 2002 and shall expire on September 30, 2012.

SECTION 2.05 — TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor majority control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall be granted or denied according to governing laws and/or regulations, and in any event shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within the time provided by law or regulation, unless such time period is extended by mutual consent of the parties.

(f) Any transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

SECTION 2.06 — EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.05 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

SECTION 2.07 — NON-EXCLUSIVITY OF LICENSE AND COMPETITION

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the Town enters into any contract, license, agreement, or the like with a MVPD, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between the License and any additional license, contract or agreement in terms of benefit to the respective MVPD, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of the License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPD license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a

public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of the License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any MVPD competing with the Licensee is not licensed or under contract or under agreement with the Town ("unlicensed MVPD"), and the number of households subscribing to the unlicensed MVPD in combination with the number of Subscribers of all other unlicensed MVPDs available to franchise area households is in excess of five percent (5%) which percentage shall be calculated without including any existing unlicensed MVPD households on the Effective Date of this Renewal License, then to the extent such MVPD is not required to (i) pay any franchise fee; (ii) pay for support of PEG access programming; (iii) make grants for PEG access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the Town upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise

creating a "level playing field" between municipally licensed and unlicensed MVPDs, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the MVPD.

SECTION 2.08 — FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. § 546, as it exists on the date hereof.

ARTICLE 3

SYSTEM DESIGN

SECTION 3.01 — SUBSCRIBER NETWORK

(a) No later than the Effective Date of this Renewal License, the Licensee shall construct, install, operate, maintain and make available to all residents of the Town a 870 MHz (or its equivalent or greater) hybrid fiber-optic/coaxial Subscriber Network with two-way capability. Said Cable System shall be fully capable of carrying at least one hundred ten (110) video channels in the downstream direction and at least four (4) analog video channels in the upstream direction.

(b) Cable Service shall be made available to all homes in the Town; provided, however, that (i) all such homes are on the Public Way or a Private Way, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a non-standard installation, as may be applicable.

(c) Standard drops and installations shall include aerial drops up to 300 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

(d) The Cable System may operate with bi-directional capability but in no case shall be less than 870 Megahertz (Mhz), once the upgrade is complete. (Sec. 3.01(a)) As of the date of this License, the Groton Cable System has a 870 Mhz capability.

(e) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the

Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

(f) Within a reasonable period of time after the completion of the upgrade, but no later than the effective date of this License, the Licensee shall remove that portion of the Subscriber Network and related equipment of the current 450 MHz Cable System that will not be utilized in the upgraded 870 MHz Cable System (or its equivalent or greater) from the public ways unless retention of such equipment is explained to the reasonable satisfaction of the Issuing Authority. Both parties understand that the upgrade utilizes overlashing on portions of the 450MHz network. In the event of a disagreement between the Town and the Licensee regarding specific Cable System plant to be removed, the Town and Licensee shall meet and discuss the issue, in good faith, in order to resolve any such disagreements. The Licensee shall cooperate with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the public ways.

SECTION 3.02 — CHANGE-OVER PROCEDURES

The Licensee shall provide notice by mail to Subscribers of changeovers to the upgraded system. The Licensee shall publish in the local paper the details of any changeover including the areas affected and the proposed dates for the changeover to occur.

SECTION 3.03 — PARENTAL CONTROL CAPABILITY

The Licensee shall provide to Subscribers, for a reasonable charge and upon request, and to the extent required by law, with the capability to control the reception of any channels on the Cable System for the purpose of parental control.

ARTICLE 4
CONSTRUCTION, INSTALLATION AND
MAINTENANCE STANDARDS

SECTION 4.01 — SERVICE AVAILABLE TO ALL RESIDENTS

The Licensee shall continue to make its Cable Service available to all residences in the Town, as of the Effective Date of this License.

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within seven (7) days of a request therefore, subject to paragraphs (b), (c) & (d) below.

(b) Installation charges shall be in conformance with the rate regulation provisions of the Cable Act. A standard aerial installation charge shall be established by the Licensee and shall apply to any residence located not more than three hundred feet (300') from the existing aerial Trunk and Distribution System and additions thereto. Non-standard aerial installation charges shall be in accordance with applicable law and shall apply to all residences located more than three hundred feet (300') from the existing aerial Trunk and Distribution Cable System and additions thereto.

(c) All future line extensions and developments shall be built within six (6) months of notification from the Town or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Town or developer of the availability of access to a joint trench in underground areas subject to Section 4.01(d). Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments are accepted as Public Ways, subject to Section 4.01(d) below; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where asphalt is not available or where the Town or State has a "road-cut moratorium" in place, or with

respect to both aerial and underground construction, when homes are not expected to be occupied within the next six (6) months.

(d) All future line extensions and developments shall be built at the Licensee's sole cost and expense; provided, however, that in cases where underground construction is required and the Licensee is not required or permitted to construct in accordance with section 4.01(c) supra, or the density of such new construction, aerial or underground, is less than twenty-five (25) homes per mile, the Licensee shall have the right to charge line extension fees to cover the costs of building such underground cable plant along the Public Way. Any such line extension costs shall be calculated according to Section 4.02 below.

SECTION 4.02 — LINE EXTENSION POLICY

In cases where construction is required and the Licensee does not receive notification of joint trenching access, or the density of such new construction is less than twenty-five (25) homes per mile, the Cable Television System shall be further extended upon the request of the prospective Subscribers in such areas and based upon the following:

In areas not meeting the requirement for mandatory extension of service, Licensee shall provide, upon the written request of a potential subscriber desiring service, an estimate of the costs required to extend service to said subscriber. Licensee may require advance payment or assurance of payment satisfactory to Licensee. The amount paid by subscribers for early extension shall be nonrefundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated as consideration for early extension.

SECTION 4.03 — LOCATION OF CABLE SYSTEM

The Licensee shall install, operate and maintain the Cable System within the Town. Poles, towers and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over the Public Way. The erection and location of all poles, towers and other obstructions shall be in accordance with all laws, regulations and/or by-laws. The Town shall cooperate with Licensee in all respects concerning the installation, operation, and maintenance of Licensee's Cable System and equipment, including, but not limited to, the timely issuance of any permits or other authorizations necessary to perform such work at no charge to Licensee and upon such other reasonable terms and conditions as permitted by applicable law or mentioned in other parts of this License.

SECTION 4.04 — UNDERGROUND FACILITIES

(a) For residential subdivisions constructed after the Effective Date of the License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

(b) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

(c) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense when required to be placed underground by the Town, the Licensee shall likewise place its facilities underground at its own cost in compliance with applicable law(s).

(d) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

SECTION 4.05 — CONSTRUCTION AND MAINTENANCE STANDARDS

Licensee shall maintain the Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards as they may from time to time be enacted or amended relating to the quality of signals transmitted over the Cable System. The Licensee shall upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTE, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. Any conflicts between said codes shall be resolved by the Licensee.

The Licensee may upgrade its system and/or services at any time in accordance with applicable law and regulations in accordance with applicable notice provisions and construction standards as set forth herein.

SECTION 4.06 — TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

SECTION 4.07 — RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.08 — TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

SECTION 4.09 — SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

SECTION 4.10 — PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized in Town Public Ways, or streets, such equipment must be installed in accordance with applicable Town rules, regulations and/or by-laws. Licensee will provide to the Town a direct dial phone number to the Licensee's dispatch director for the Town's expeditious contact to the Licensee in the event of an emergency.

SECTION 4.11 — RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its qualified designee(s), in the course of official duties, shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License

and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Licensee shall obtain reasonable notice of any inspection and the right to be present at any inspection.

SECTION 4.12 — CONSTRUCTION MAPS

Upon request, Licensee shall file with the Issuing Authority, and shall update periodically if significant reconstruction occurs, strand maps of all Renewal constructed Cable System plant. As-built maps may be viewed by prior, mutually agreeable arrangement, at Licensee's offices, without copying.

SECTION 4.13 — STANDBY POWER

The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

SECTION 4.14 — INTERNAL HOME WIRING

Subscribers may, to the extent compatible with the Cable System and not in violation of any signal leakage requirements, use their own home wiring and outlets for interconnection to use the Cable System for outlets and additional outlets, subject to applicable law. The Licensee shall, upon request, make available to Subscribers its specifications and policies concerning the requisites of home wiring compatibility with the Cable System. The parties acknowledge the Licensee has a right to disconnect such home wiring interconnections to the Cable System in the event signal leakage is occurring and is in violation of FCC signal leakage requirements.

SECTION 4.15 — LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC regulations and standards relating to quality of the Signals transmitted over the Cable System. Individual subscriber complaints regarding signal quality will be investigated and repaired by Licensee in a prompt manner according to federal and state regulations. If signal degradation issues persist, Licensee and the Issuing Authority shall enter into good faith discussions concerning possible remedies of such issues.

SECTION 4.16 — "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

SECTION 4.17 — DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way or place, or remove from any street or other Public Way or place, any of its property as may be required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.18 — PRIVATE PROPERTY

The Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and

personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System. Pursuant to 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

SECTION 4.19 — COMMERCIAL ESTABLISHMENTS

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to Law or the Licensee's agreements with its program suppliers.

SECTION 4.20 — CONTINUITY OF SERVICE

(a) It shall be the right of all subscribers, in any area of the Town when and where Licensee is providing service pursuant to the Renewal License, to receive service as long as their financial and other obligations to Licensee are honored. Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for acts of God. When necessary and anticipated, Licensee shall notify Subscriber of non-routine Service interruption(s) in advance.

(b) Licensee may disconnect service to a Subscriber if, after providing notice of signal leakage, Subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications. The Licensee shall restore service as expeditiously as possible as long as the disruption was not caused in any way by the Subscriber's actions.

(c) Nothing in the License shall be construed to restrict Licensee from detecting and preventing unauthorized reception or interception of any service offered by Licensee through its Cable System; provided further that Licensee may decline to provide service to any person or entity who, whether by action, word or deed, refuses to cease and desist from the unauthorized reception or interception of Licensee's service.

ARTICLE 5
SERVICES AND PROGRAMMING

SECTION 5.01 — BASIC SERVICE AND OTHER SERVICES

It is the Licensee's intention to provide a Basic Service which shall initially include at least all programming listed in Exhibit 2, which list may be modified at Company's sole discretion at any time but at all times in accordance with applicable law.

SECTION 5.02 — FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service and Expanded Basic Service to each police and fire station, public schools, public libraries and other public buildings along the Cable System plant route included in Exhibit 1, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b). The Licensee shall maintain such Outlets for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, Schools and/or institutions entitled to such a Drop or Outlet, prior to any such

installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

SECTION 5.03 — PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 2, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Groton Programming line-up at least thirty (30) days before any such change is to take place.

SECTION 5.04 — SIGNAL ENCODING

(a) Subject to applicable law(s), the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals and/or (2) any of the PEG Access Channels. For purposes of this Section 5.05(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

SECTION 5.05 — CHANGES IN CABLE TELEVISION TECHNOLOGY

(a) At the performance evaluation hearing(s), pursuant to Section 10.07 infra, the Licensee shall review with the Issuing Authority and/or its designee(s) changes in relevant cable television technology

that might benefit Groton Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing.

(b) Notwithstanding the annual requirements of paragraph (a) above, upon request, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Groton Subscribers including, but not limited to, new Subscriber equipment for the home.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

SECTION 6.01 — PEG ACCESS CHANNELS

Upon the Effective Date, the Licensee shall make available to the Town three (3) PEG Access Channels for Groton PEG Access use. Use of these channels by the Town or schools, organizations or producers shall be strictly non-commercial in nature. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

SECTION 6.02 — PEG ACCESS ANNUAL GRANT

The Licensee shall provide two semi-annual payments to the Town to be used for PEG access salaries, operation and support, in the amount equal to four and one quarter (4.25%) of the Licensee's Gross Annual Revenues, as defined herein. The first such semi-annual payment shall be for the six month period from January to June of each calendar year, for which payment shall be due on or before August 30th of each year. The second such annual payment shall be for the six month period from July to December of each calendar year, for which payment shall be due on or before March 30 of the following calendar year. Such payments shall be based on four and one quarter percent (4.25%) of Licensee's Gross Annual Revenues for the preceding six (6) months. The Town shall hire all PEG access personnel and shall own all PEG access equipment, and accordingly, shall be responsible for such personnel and for the procurement, maintenance, repair and replacement of all such PEG access equipment, except as otherwise provided in Section 6.03 below. The Licensee shall not be responsible for any additional funding or any other activities related to the operation and/or maintenance of PEG Access personnel, facilities or equipment, except as provided herein and Sections 6.03 and 6.04 below.

SECTION 6.03 — PEG ACCESS EQUIPMENT GRANT

Licensee shall provide a PEG access equipment grant in the total amount of seventy-five thousand dollars (\$75,000.00) for the Town's purchase and maintenance of PEG access equipment and facilities which shall be tendered to the Town within twelve (12) months from the execution of this License. The specific equipment to be purchased and related uses for said funding shall be the sole decision of the Issuing Authority or its designee(s) and payment of such funds discharges Licensee's responsibilities with respect to PEG equipment and facilities.

The Town shall manage all PEG personnel and own all PEG access equipment. Accordingly, Town shall be responsible for maintenance, repair and replacement of all such PEG access equipment. The Licensee shall not be responsible for any additional funding or any activities related to the operation and/or maintenance of PEG Access facilities or equipment, other than that provided in this Section 6 of the License.

SECTION 6.04 — LICENSEE TECHNICAL ASSISTANCE AND TRAINING

Licensee shall initially supply technical assistance to the Town's Access Coordinator, as requested, but not to exceed eighty (80) man-hours per year, to select and install equipment, and to review access operational practices. Licensee shall also provide training for the Access Coordinator and up to three (3) other Town or School access personnel by having them take part in a Production Training Course conducted by the Licensee. On a continuing basis, Licensee shall provide occasional technical assistance to the Access Coordinator on an as-needed basis subject to reasonable availability.

SECTION 6.05 — EXTERNALIZATION

Licensee expressly reserves the right to pass through to subscribers all franchise related costs (“Capital FRC”) consistent with federal rate regulation.

ARTICLE 7

LICENSE FEES

SECTION 7.01 — LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

SECTION 7.02 — PAYMENT

Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 30th of each year, unless otherwise required by applicable law.

SECTION 7.03 — OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other

assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

SECTION 7.04 — LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before 20 days after the dates fixed in Section 7.02 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.04 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.01 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act

SECTION 7.05 — RECOMPUTATION

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 7.1 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe

that such documentation supports the accuracy of such payment(s), the Issuing Authority and/or a certified public accountant hired by the Issuing Authority shall have the right to conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

SECTION 7.06 — AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of applicable revenues from operation of the Cable System to the detriment of the Town under this Renewal License. Use of the Cable System by Affiliates shall be in compliance with applicable State and Federal Laws.

SECTION 7.07 — METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer, or if so designated by the Issuing Authority to a non-profit Access Corporation.

ARTICLE 8

RATES AND CHARGES

SECTION 8.01 — NOTIFICATION OF RATES AND CHARGES

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

SECTION 8.02 — RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

SECTION 8.03 — NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies. If Licensee changes its rates or services, it shall provide its Subscribers thirty (30) days advance notice of such changes if such changes are within the control of the Licensee. Change of service policies shall be in compliance with 47 CFR § 76.964.

SECTION 8.04 — SENIOR CITIZEN DISCOUNT

All Subscribers who are receiving a senior citizen/handicapped head of household discount as of the effective date of the Renewal License will continue to receive the same discount. For those individuals who become cable subscribers following the execution date of this License the following shall be the criteria for receiving the senior citizen discount: (a) Sixty-five years of age or older; (b) Head of Household; (c) Recipient of one of the following: Medicaid, Governmental fuel assistance, Supplemental Security Income (SSI), V.A. benefits or a recipient of senior citizen tax abatements. If the applicant qualifies he/she shall receive 10% on the Basic Tier only. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 8.05 — CREDIT FOR SERVICE INTERRUPTION

Pursuant to 207 CMR 10.09(1), and in accordance with the regulations of the Cable Division, as may be amended from time to time, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Subscriber has notified Licensee of the service interruption. Pursuant to 207 CMR 10.09(2), if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours and the Subscriber has notified Licensee of the outage, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09(1).

ARTICLE 9
INSURANCE AND BONDS

SECTION 9.01 — INSURANCE

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the Town, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its Cable System, excluding those arising out of or in connection with any act or negligence of the Town, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$1,000,000.00) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than one million dollars (\$1,000,000.00) on account of injury to or death of any one person and one million dollars (\$1,000,000.00) on account of injury to or death of any number of persons in any one accident. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein: (i) Such insurance shall commence no later than the Effective Date of this Renewal License. (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions. (iii) Such insurance shall be obtained from brokers or carriers authorized to

transact insurance business in the State.

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

SECTION 9.02 — PERFORMANCE BOND

(a) The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars (\$20,000) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L.c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The sightly preservation of trees and the vegetation in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the Town in accordance with M.G.L.c. 166A § 5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L.c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

(b) If Licensee conducts a substantial rebuild of the Cable System, Licensee shall provide and maintain a construction bond in the amount of \$75,000.00 until such construction is complete.

SECTION 9.03 — REPORTING

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein.

SECTION 9.04 — INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as reasonable attorneys' fees, including the reasonable value of any services rendered by the Town Counsel, provided that Town Counsel is billing the Town on an hourly rate, or for a specific per-project fee, unless such claims arise due to the Town's, its official's, boards, commissions', committees', agents' and/or employees' contributory negligence.

SECTION 9.05 — NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement: It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days

after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.01 — REGULATORY AUTHORITY

The Issuing Authority and/or its designees shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority and/or the Advisory Committee may monitor and enforce the Licensee's compliance with the terms and conditions of the Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged breach pursuant to Section 11.1 infra. Upon request, the Licensee shall meet with the Cable Television Committee, on a quarterly basis, as scheduled by the Cable Television Committee and upon consultation with the Licensee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

SECTION 10.02 — NON-DISCRIMINATION

The Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 10.03 — REMOVAL OR RELOCATION

The Issuing Authority has the power at any time to order and require the Licensee to remove or relocate, for the purpose of preventing dangerous situations, any pole, wire, cable or other structure owned by the Licensee. In the event that the Licensee, after notice, fails or refuses to act within a

reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefor.

SECTION 10.04 — EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 10.05 — INSPECTION

The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee in the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable advance notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

SECTION 10.06 — JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the Parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

SECTION 10.07 — PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and Programming; (ii) review current technological developments in the cable television field, and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested by the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.01 infra.

ARTICLE 11

DETERMINATION OF BREACH LICENSE REVOCATION

SECTION 11.01 — DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any provision of the Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.01(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 11.01(b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than

fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies: (i) commence an action at law for monetary damages; (ii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.02 herein; (iii) declare the Renewal License to be revoked subject to Section 11.04 below and applicable law; and (iv) assess liquidated damages in accordance with the schedule set forth in Section 11.02 below.

SECTION 11.02 — LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, Liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.01 above. Any such liquidated damages shall be assessed as of the date the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority has made and issued a written determination that a breach has occurred pursuant Section 11.01(d).

(i) For failure to maintain and operate the Cable system in accordance with Sections 3.01 herein, two hundred dollars (\$200) per day, for each and every day that such construction, installation, and/or activation have not occurred.

(ii) For failure to comply with the FCC's Customer Service Obligations in accordance with Sections 12.01(c), 12.08 and 12.11, one hundred fifty dollars (\$150) per day that any such non-compliance continues.

(iii) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.02, one hundred dollars (\$100) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(b) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages not a penalty or forfeiture, and are within one of more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 11.03 — REMEDIES

(a) For failure to comply with any of the following provisions of this Renewal License, the following remedies shall be provided by the Licensee to the Issuing Authority, within thirty (30) days of a finding of such non-compliance pursuant to Section 11.01 above. (i) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with the respective Section(s) and to remedy any such failure to comply or the results thereof. (ii) For failure to comply with the FCC’s Customer Service Obligations in accordance with Section 12.03, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with said Section 12.03 and to remedy any such failure to comply or the results thereof. (iii) Remedies (i.e. additional personnel, equipment/materials, and/or services) shall not be counted toward a requirement of the Licensee pursuant to this Renewal License; and (iv) The cost(s) of abiding by FCC customer service standards shall be treated for rate purposes in accordance with FCC regulations.

(b) The remedies provided for in this Section 11.03 shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including, revocation, or any other statutory or judicially imposed penalties or remedies.

SECTION 11.04 — NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 11.05 — NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other

time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

SECTION 11.06 — REVOCATION OF THE RENEWAL LICENSE

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L.c 166A, § 11 as it exists on the date hereof.

SECTION 11.07 — TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.01 and 11.03 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 11.08 — NOTICE TO PARTIES OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate in good faith the issue, which is the subject of any proposed legal action, with the other party and/or its representative(s). The reasonable notice, meeting, and good faith negotiations required under this section shall be a condition precedent to the commencement of any lawsuit.

SECTION 11.09 — LICENSEE'S RIGHT OF APPEAL

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 12.01 — BUSINESS-CUSTOMER SERVICE OFFICE/PAYMENT CENTER/TELEPHONE ANSWERING SERVICE

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours. In enforcing this entire Article, the Issuing Authority shall take into considerations any temporary special circumstance effecting the Licensee's ability to comply (such as upgrading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Notification of said temporary circumstances shall be given thirty (30) days before its commencement.

(b) The Licensee's main customer service office(s) shall have a publicly listed local or toll-free telephone number for its Groton Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait hold or transfer time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer including hold or wait time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, measured on a quarterly basis, under normal operating conditions and in accordance with Section 12.01(a).

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(f) The Issuing Authority shall have the right to direct the Licensee to submit a “busy study” from the telephone company which provides service to the Licensee, if the telephone reports, required by Section 13.02 infra, do not clearly document that the Licensee’s telephone lines are accessible.

SECTION 12.02 — ANSWERING SERVICE

In the event that Licensee does not have personnel answering telephones beyond Normal Business Hours, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee’s Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

SECTION 12.03 — INITIAL INSTALLATION VISITS SERVICE CALLS – RESPONSE TIME

Under normal operating conditions, each of the following standards will be met no less than 95 percent of the time measured on a quarterly basis:

(a) The Licensee shall respond to all requests for standard aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Standard installations are those that are located up to 300 feet from the existing distribution system. Underground installation shall be completed as expeditiously as practicable.

(b) The appointment window alternatives for installations, service calls and other Installation activities shall be either a specific time or, at a maximum, a four (4) hour time block during normal business hours. An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary at a time which is convenient for the customer.

(c) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

d) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(e) An answering service shall be used by Licensee after normal business hours to receive inquiries regarding the Cable System. Inquiries received after normal business hours must be responded to by a trained Licensee representative on the next business day.

SECTION 12.04 — REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

SECTION 12.05 — SUBSCRIBER SOLICITATION PROCEDURES

The Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service expressly including the availability of senior discounts. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law. Licensee agrees to use its best efforts to notify the Town in advance of contract door to door personnel in Town.

SECTION 12.06 — BILLING PRACTICES INFORMATION AND PROCEDURES

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers all information in accordance with 207 CMR 10.00 et seq. as the same may exist or be amended from time to time.

Licensee may detail to Subscribers that portion of the monthly cable bill allocated to pay the license fees, PEG access costs, the PEG Fund, or other External Costs.

SECTION 12.07 — DISCONNECTION AND TERMINATION OF CABLE SERVICES

Disconnection and termination of cable services shall be in compliance with 207 CMR 10.00 et seq.

SECTION 12.08 — COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may investigate and request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 12.09 — CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

SECTION 12.10 — EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) does not produce such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

SECTION 12.11 — F.C.C. CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c), as may be amended from time to time.

SECTION 12.12 — PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. The Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under the License or any other agreement or instrument, and nothing herein shall be construed or is intended to limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

(b) The Licensee shall comply with all privacy provisions contained in applicable laws, including, but not limited to, the provisions of 47 U.S.C. § 551.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

SECTION 12.13 — PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

SECTION 12.14 — MONITORING

(a) Except as permitted by Section 631 of the Cable Act or by any other applicable State or federal law, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written or electronic authorization of the affected Subscriber;

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful purposes or as required by applicable State or federal law(s). The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

SECTION 12.15 — DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) As permitted by 47 USC § 551(c)(2)(A), the Licensee or its agents, servants or employees may disclose to a third party personally identifiable information concerning any subscriber without the prior written or electronic consent of such subscriber providing that such disclosure is necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber.

(b) Except as provided in subsection (a) above, the Licensee and its agents, servants or employees shall not, without the express written or electronic permission of subscribers, disclose to any third party data identifying or designating any subscriber either by name or address. If a subscriber has granted express written or electronic permission for disclosure, the Licensee may provide annual written notice giving to such subscriber the opportunity to continue to allow disclosure. Failure on the part of a subscriber to return annual written notice after the subscriber has previously granted permission for disclosure shall be deemed to be continuing consent on the part of the subscriber to disclosure by Licensee. In no case, however, shall failure of a subscriber to return annual written notice be deemed to be consent to disclosure where such subscriber has not previously granted consent. In the case of all subscribers, whether they have granted prior consent to disclose or not, failure to return annual written notice shall not be deemed as a waiver on the part of the subscriber of the future right to prevent

disclosure. Such future right may be exercised at any time, by any subscriber, by written or electronic notice to the Licensee.

SECTION 12.16 — POLLING BY CABLE

The Licensee or its agents shall release the results of any poll only in the aggregate and without individual references, except as permitted and/or prohibited by Section 631 of the Cable Act and as permitted and/or prohibited by any other applicable State or federal law(s).

SECTION 12.17 — INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, by any other applicable State or federal law(s) or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court or applicable State or federal law(s) authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

SECTION 12.18 — SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall upon reasonable advance request make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber. Town Subscribers can view their personally identifiable information at Licensee's Pepperell, Massachusetts office or at any of Licensee's Massachusetts offices.

(b) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of

subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 12.19 — PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

SECTION 12.20 — VCR/CABLE COMPATIBILITY; A/B SWITCH

In order to assist Subscribers who own "cable ready" VCR's to interconnect such VCR's with their "cable ready" television sets, and to assist Subscribers in the interconnection of non-cable ready VCR's and television sets, Licensee has prepared instructional materials and shall, upon request, during the course of an installation, provide one (1) "A/B switch" and a splitter to each such Subscriber, at a reasonable cost, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges and deposit.

ARTICLE 13
REPORTS AND INFORMATION

SECTION 13.01 — GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information with respect to the Cable System regarding the Licensee, its business and operations, or any affiliated person, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of the Renewal License and which may be reasonably required to establish the Licensee's performance of its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the Parties shall submit the matter to an appropriate appellate entity.

SECTION 13.02 — FINANCIAL AND OTHER REPORTS

(a) Upon written request from the Issuing Authority, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues in connection with the Groton Cable System. The Licensee shall also provide, in accordance with State law, a financial balance sheet (Cable Division Form 200) and statement of ownership. Proprietary information contained in such reports shall not be publicly disclosed. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following: (i) All Gross Annual Revenues, as defined in Section 1.01(21) supra. (ii) At the time which they are or may be required to be filed with any regulatory authority, the following reports: Massachusetts Forms 200, 300, 400 and 500; and FCC Proof of Performance Report and Signal Leakage Report.

(c) To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide to the Issuing Authority a quarterly report of telephone traffic generated from an in-house automated call accounting or call-tracking system.

SECTION 13.03 — CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

SECTION 13.04 — SUBSCRIBER COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town accompanied by a written authorization, or letter of complaint or similar correspondence from the Subscriber, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

SECTION 13.05 — SEMI-ANNUAL PERFORMANCE TESTS

Licensee shall comply with all applicable federal and state laws concerning the technical performance of its System including the rules and regulations of the FCC.

SECTION 13.06 — QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s), including the following information: (i) the nature of the complaint or problem which precipitated the special tests; (ii) the system component tested; (iii) the equipment used and procedures employed in testing; (iv) the method, if any, in which such complaint/problem was resolved; and (v) any other information pertinent to said tests and analysis as required.

(b) The Issuing Authority may require said inspections and/or tests be supervised by a mutually agreed upon professional cable engineer, at terms reasonably satisfactory to both the Town and the Licensee, who is not an employee or agent of the Licensee or the Town. The Licensee and the Issuing Authority shall each pay one-half (1/2) of the costs for said engineer. In no event shall any contractor, professional or employee not employed by the Licensee be authorized to manipulate Licensee's cable plant and equipment.

SECTION 13.07 — DUAL FILINGS

If requested, by the Issuing Authority, the Licensee shall make available to the Town at Licensee's principal place of business during normal business hours and at the Town's expense, copies of any petitions with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

SECTION 13.08 — LINE-EXTENSION REPORTS

(a) The Licensee shall, if requested by the Issuing Authority, submit a Line-Extension Report to the Issuing Authority, or its designee, on no greater than an annual basis. Said Report shall contain the following information: (i) Description of all trunk and feeder line-extensions to the Subscriber Network performed in the prior calendar year as a result of construction of new subdivisions and/or accommodation of requests for Cable Service requiring such extensions.

SECTION 13.09 — SUBSCRIBER COMPLAINT REPORTS

The Licensee shall comply with all applicable law and regulations regarding subscriber complaint reports and upon request, submit copies of any report(s) sent to any federal or state agency, division or commission to the Issuing Authority no later than fourteen (14) days after submission to any such agency, division or commission.

SECTION 13.10 — SERVICE INTERRUPTION REPORTS

The Licensee shall comply with all applicable law and regulations regarding service interruption reports and upon request, submit copies of any reports sent to any federal or state agency, division or commission to the Issuing Authority no later than fourteen (14) days after submission to any such agency, division or commission.

SECTION 13.11 — INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town agency; provided, however, that any such

investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14
EMPLOYMENT

SECTION 14.01 — EMPLOYMENT

The Licensee shall be an equal opportunity employer and adhere to all applicable federal, state and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to cable television systems.

ARTICLE 15
MISCELLANEOUS PROVISIONS

SECTION 15.01 — ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as incorporated by specific reference herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

SECTION 15.02 — SEPARABILITY AND PREEMPTION

Should any conflict arise between the terms herein and applicable Federal or State law, then the applicable law shall control. If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

SECTION 15.03 — ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 15.04 — RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

SECTION 15.05 — WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License: (i) The Licensee is duly organized and validly existing; (ii) Licensee is registered to do business under the laws of the State; (iii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and (iv) the Renewal License is enforceable against the Licensee in accordance with the provisions herein.

SECTION 15.06 — FORCE MAJEURE

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor actions and unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and

the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

SECTION 15.07 — REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

SECTION 15.08 — STATEMENT OF THE LICENSE

By executing the Renewal License, the Licensee represents that to the best of its knowledge and belief: (i) none of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of the Cable Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in the Renewal License is commercially practicable.

SECTION 15.09 — APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

SECTION 15.10 — NOTICES AND REQUESTS

(a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid)

to the Board of Selectmen, Town Hall, 173 Main Street, Groton, MA 01450 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Director of Operations, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to Joshua L. Jamison, Vice President, Northeastern Operations, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470 and M. Celeste Vossmeier, Esq., Vice President Government Relations, Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

(b) whenever notice of any public meeting relating to the Cable System is required by Law, regulation or the Renewal License, upon notice by the Town, the Town, at its own expense, shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Town newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(c) Subject to Section 15.10(a) above, all required notices shall be in writing.

SECTION 15.11 — NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

SECTION 15.12 — TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 15.13 — TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 15.14 — GENERAL LAWS OF MASSACHUSETTS

The Licensee acknowledges and agrees to be bound by all provisions of G.L. c.166A, §5 as it may from time to time amended.

SIGNATURE PAGE

In WITNESS WHEREOF, this Renewal License is hereby issued by the Board of Selectmen for the Town of Groton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, L.L.C., as of the date first written above.

Chairman, Board of Selectmen
Town of Groton

M. Celeste Vossmeier
Vice-President Government Relations
Charter Communications Entertainment I, LLC

Member, Board of Selectmen

Date

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

EXHIBIT 1

Free Drop Installations

The Groton Police Station (99 Pleasant Street)

Main Fire Station

Town Hall

Library

Legion Hall (Hollis Street)

Tarbell School

Prescott School

Florence Roche School

Boutwell School (78 Hollis Street)

The Groton Middle School

The Groton-Dunstable High School on Main Street

The Groton-Dunstable High School on Chicopee Row

Electric Department

Senior Center

Must be within 300' of the cable plant and must be municipal buildings.

EXHIBIT 2

EXHIBIT 2 - PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- ☐ News/Weather Programming
- ☐ Sports Programming
- ☐ Public Affairs Programming
- ☐ Children's Programming
- ☐ Entertainment Programming
- ☐ Local Programming
- ☐ Broadcast Stations
- ☐ Educational Programming
- ☐ Financial/Business Programming
- ☐ International Programming
- ☐ Movie Programming
- ☐ Music Programming
- ☐ Religious Programming
- ☐ Science/Health Programming
- ☐ Sports Programming
- ☐ Variety Programming
- ☐ Women's/Minority Programming

EXHIBIT 3

EXHIBIT 3 -- REMOTE ORIGINATION SITES:

1. Groton-Dunstable High School on Main Street
2. Groton-Dunstable Regional High School on Chicopee Row
3. Town Hall
4. Groton-Dunstable Middle School – Performing Arts Center
5. Legion Hall (Hollis Street)
6. The Groton Public Library (99 Main Street)

All sites must be along the current I-Net. Where construction of plant extensions is necessary to provide capability to a site listed above, Licensee shall have until June 30th, 2003 to build such extensions.